

Certificate of Notice Page 1 of 4
United States Bankruptcy Court
Eastern District of Pennsylvania

In re:
Denise C. Russell
Steven Russell
Debtors

Case No. 16-17264-amc
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2

User: ChrissyW
Form ID: pdf900

Page 1 of 1
Total Noticed: 2

Date Rcvd: Feb 12, 2018

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Feb 14, 2018.
db/jdb +Denise C. Russell, Steven Russell, 9 Florence Avenue, Lansdowne, PA 19050-1604

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
13807816 E-mail/Text: camanagement@mtb.com Feb 13 2018 01:50:27 M & T Bank, Attn: Bankruptcy,
1100 Wehrle Dr 2nd Floor, Williamsville, NY 14221

TOTAL: 1

***** BYPASSED RECIPIENTS *****

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Feb 14, 2018

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on February 12, 2018 at the address(es) listed below:

DENISE ELIZABETH CARLON on behalf of Creditor M&T BANK bkgroup@kmlawgroup.com
JIM PEAVLER on behalf of Creditor PA Dept of Revenue RA-occbankruptcy@state.pa.us,
RA-occbankruptcy6@state.pa.us
JOSHUA ISAAC GOLDMAN on behalf of Creditor M&T BANK bkgroup@kmlawgroup.com,
bkgroup@kmlawgroup.com
MICHAEL A. CATALDO2 on behalf of Plaintiff Steven Russell ecf@ccpclaw.com,
cataldomr70146@notify.bestcase.com
MICHAEL A. CATALDO2 on behalf of Debtor Denise C. Russell ecf@ccpclaw.com,
cataldomr70146@notify.bestcase.com
MICHAEL A. CATALDO2 on behalf of Plaintiff Denise Russell ecf@ccpclaw.com,
cataldomr70146@notify.bestcase.com
MICHAEL A. CATALDO2 on behalf of Joint Debtor Steven Russell ecf@ccpclaw.com,
cataldomr70146@notify.bestcase.com
MICHAEL A. CIBIK2 on behalf of Joint Debtor Steven Russell ecf@ccpclaw.com,
cibikmr70146@notify.bestcase.com
MICHAEL A. CIBIK2 on behalf of Debtor Denise C. Russell ecf@ccpclaw.com,
cibikmr70146@notify.bestcase.com
REBECCA ANN SOLARZ on behalf of Creditor M&T BANK bkgroup@kmlawgroup.com
THOMAS I. PULEO on behalf of Creditor M&T BANK tpuleo@kmlawgroup.com,
bkgroup@kmlawgroup.com
United States Trustee USTPRegion03.PH.ECF@usdoj.gov
WILLIAM C. MILLER, Esq. ecfemails@ph13trustee.com, philaecf@gmail.com

TOTAL: 13

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Steven Russell
Denise C. Russell

Debtors

CHAPTER 13

M&T Bank

Movant

NO. 16-17264 AMC

vs.

Steven Russell
Denise C. Russell

Debtors

11 U.S.C. Section 362

William C. Miller Esq.

Trustee

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtors' residence is \$7,522.30, which breaks down as follows;

Post-Petition Payments:	July 2017 through November 2017 at \$1,187.54/month
	December 2017 at \$1,219.48/month
Suspense Balance:	\$665.88
Fees & Costs Relating to Motion:	\$1,031.00
Total Post-Petition Arrears	\$7,522.30

2. The Debtor(s) shall cure said arrearages in the following manner:

a). Debtor(s) shall modify the Chapter 13 Plan to provide for payment of the post-petition arrears of \$7,522.30 through the Plan, plus the pre-petition arrears, and within seven (7) days of the court order approving of and/or granting this stipulation, Debtor(s) shall file any motions necessary under the court rules to accomplish said Plan modification;

b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of \$7,522.30 along with the pre-petition arrears;

c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.

P.002/004

(FAX) 610-623-8825

13:33 Lansdowne Public Library 02/05/2018

3. Beginning with the payment due January 1, 2018 and continuing thereafter, Debtor(s) shall pay to Movant the present regular monthly mortgage payment of \$1,219.48 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month).

4. Should Debtor(s) provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.

5. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor(s) and Debtor(s)' attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: December 20, 2017


By: /s/ Rebecca A. Solarz, Esquire
Rebecca A. Solarz, Esquire
Attorney for Movant
KML Law Group, P.C.
701 Market Street, Suite 5000
Philadelphia, PA 19106-1532
(215) 627-1322 FAX (215) 627-7734

P.003/004

FAX/6106236825

02/05/2018 13:33 Lansdowne Public Library

Date: 2/1/2018



Steven Russell
Michael A. Cataldo
Michael Cibik
Attorneys for Debtors

Date: 2/1/2018

Steven Russell
William C. Miller
Chapter 13 Trustee
W.C. Miller
no objection

Approved by the Court this _____ day of _____, 2017. However, the court
retains discretion regarding entry of any further order.

Date: February 12, 2018


Bankruptcy Judge
Ashely M. Chan